

MANAGED CLOUD SERVICES AGREEMENT

Agreement No. MCSA-2026-0417

This Managed Cloud Services Agreement (this “Agreement”) is entered into as of July 1, 2026 (the “Effective Date”) by and between **Brassfern Managed Services, Inc.**, a Delaware corporation with offices at 2200 Larkmoor Avenue, Suite 410, Minneapolis, Minnesota 55401 (“Brassfern”), and **Kettlewick Outdoor Supply Co.**, a Colorado corporation with offices at 1875 Tanager Mill Road, Fort Collins, Colorado 80524 (“Customer”). Brassfern and Customer are each a “Party” and together the “Parties.”

RECITALS

- A. Brassfern is an authorized billing partner of Cirrovane Cloud, Inc. and provides managed operations services for cloud-hosted workloads.
- B. Customer wishes to obtain access to Cirrovane cloud services through Brassfern’s partner billing arrangement and to engage Brassfern to provide certain managed services, in each case on the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. DEFINITIONS

1.1 “Cloud Account” means each account with the Cloud Provider that is established for Customer’s use under Brassfern’s partner billing organization and listed in the Order Form, as updated from time to time.

1.2 “Cloud List Price” means, for any Cloud Services, the Cloud Provider’s published on-demand rate in effect at the time of use, as reflected in the Cloud Provider’s billing data for the applicable Cloud Account.

1.3 “Cloud Provider” means Cirrovane Cloud, Inc.

1.4 “Cloud Provider Terms” means the Cirrovane Customer Agreement, the applicable Cirrovane service terms, and the Cirrovane Service Level Agreement, each as published by the Cloud Provider at cirrovane.example/legal and updated by it from time to time.

1.5 “Cloud Services” means the compute, storage, database, networking, and other services made available by the Cloud Provider and used in a Cloud Account.

1.6 “Customer Data” means all data, software, and other content that Customer or its users store, process, or run in a Cloud Account.

1.7 “Managed Services” means the services described in Schedule B, at the service tier selected in the Order Form.

1.8 “Order Form” means the order form attached as Schedule A and any later order form signed by both Parties that references this Agreement.

1.9 “Procurement Fee” has the meaning given in Section 5.1(b).

2. STRUCTURE OF THE ENGAGEMENT

2.1 Offerings. Under this Agreement, Brassfern will (a) make Cloud Services available to Customer by establishing the Cloud Accounts under Brassfern's partner billing organization and administering billing for them, as described in Section 3, and (b) perform the Managed Services ordered by Customer, as described in Section 4.

2.2 Separate Offerings. The Cloud Services arrangement and the Managed Services are offered and priced separately. Customer may obtain Cloud Services under this Agreement without ordering Managed Services, and Brassfern makes the Managed Services available for environments that its customers procure directly from the Cloud Provider or from other supported cloud providers. Termination or expiration of either offering does not affect the other, except as stated in Section 6.

3. CLOUD SERVICES

3.1 Provision of Cloud Services. The Cloud Services are provided by the Cloud Provider. The Cloud Provider is solely responsible for operating, maintaining, and securing the infrastructure underlying the Cloud Services and for delivering the Cloud Services in accordance with the Cloud Provider Terms. Brassfern does not host, operate, or modify the Cloud Services.

3.2 Cloud Provider Terms. Before any Cloud Account is first used, Customer will accept the Cloud Provider Terms directly with the Cloud Provider through the Cloud Provider's account console. Customer's use of the Cloud Services is governed by the Cloud Provider Terms, and Customer will comply with them.

3.3 Customer Control of Cloud Accounts. Customer will hold the administrator (root) credentials for each Cloud Account. Customer determines which Cloud Services to use, in what quantities, configurations, and regions, and when to start, change, or stop them. Brassfern will not provision, change, or terminate Cloud Services in a Cloud Account except at Customer's written direction or through the delegated access described in Section 4.3.

3.4 No Capacity Commitments. The Cloud Provider bills Cloud Services based on actual usage in each Cloud Account. Brassfern does not purchase, reserve, or commit to Cloud Services capacity on Customer's behalf, and no reserved-capacity, savings-plan, or minimum-spend commitment applies to any Cloud Account under this Agreement.

3.5 Service Levels and Credits. The only service levels that apply to the Cloud Services are those in the Cloud Provider Terms. Brassfern makes no service-level commitment for the Cloud Services. If the Cloud Provider issues a service credit for a Cloud Account, Brassfern will apply the full amount of that credit to Customer's next invoice.

3.6 Support Routing. Brassfern will be Customer's first point of contact for billing questions about the Cloud Accounts and will submit technical support requests for the Cloud Services to the Cloud Provider on Customer's behalf. Resolving technical issues with the Cloud Services is the responsibility of the Cloud Provider.

3.7 Disclaimer. Customer's remedies for any failure of the Cloud Services are those available under the Cloud Provider Terms. BRASSFERN MAKES NO WARRANTY OF ANY KIND REGARDING THE CLOUD SERVICES.

4. MANAGED SERVICES

4.1 Performance. Brassfern will perform the Managed Services described in Schedule B for the workloads Customer enrolls, at the service tier stated in the Order Form.

4.2 Service Levels. Brassfern will meet the response-time service levels in Schedule B. Customer's sole remedy for a failure to meet them is the service credit described in Schedule B.

4.3 Delegated Access. Customer will grant Brassfern a delegated access role in each enrolled Cloud Account sufficient to perform the Managed Services. Customer may limit or revoke that role at any time. Brassfern will make changes that affect Customer's Cloud Services usage only with Customer's prior approval.

4.4 Personnel. Brassfern is responsible for the personnel and subcontractors who perform the Managed Services.

5. FEES AND PAYMENT

5.1 Cloud Services Fees. For each calendar month, Customer will pay Brassfern:

- (a) the Cloud List Price of all Cloud Services used in the Cloud Accounts during the month, as shown in the Cloud Provider's billing data; plus
- (b) a procurement fee equal to eight percent (8%) of the amount in clause (a) (the "Procurement Fee").

Brassfern does not set or adjust the Cloud List Price. Changes to the Cloud List Price made by the Cloud Provider apply automatically from their effective date.

5.2 Managed Services Fees. Customer will pay the fixed monthly Managed Services fee stated in the Order Form.

5.3 Invoicing and Payment. Brassfern will invoice Customer monthly in arrears. Each invoice will show Cloud Services charges at Cloud List Price, the Procurement Fee, and Managed Services fees as separate line items. Customer will pay each invoice in U.S. dollars within thirty (30) days after the invoice date.

5.4 Payments to the Cloud Provider. Brassfern is responsible for paying the Cloud Provider for usage in the Cloud Accounts under Brassfern's partner agreement with the Cloud Provider, regardless of whether or when Customer pays Brassfern.

5.5 Billing Disputes. Customer will notify Brassfern of any disputed charge within sixty (60) days after the invoice date. For disputes about Cloud Services usage, the Cloud Provider's billing data controls; Brassfern will submit the dispute to the Cloud Provider on Customer's behalf and will pass through any resulting credit in full.

5.6 Late Payments. Undisputed amounts not paid when due accrue interest at the lesser of 1.0% per month or the maximum rate permitted by law.

5.7 Taxes. Fees exclude sales, use, value-added, and similar taxes, which Customer will pay, other than taxes on Brassfern's net income.

6. TERM AND TERMINATION

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of twenty-four (24) months. It then renews automatically for successive twelve (12) month terms unless either Party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term.

6.2 Termination of Cloud Services Arrangement. Customer may terminate the Cloud Services arrangement under Section 3 for convenience on thirty (30) days' written notice.

6.3 Termination of Managed Services. After the first twelve (12) months of the initial term, either Party may terminate the Managed Services for convenience on sixty (60) days' written notice.

6.4 Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice of it.

6.5 Transition of Cloud Accounts. When the Cloud Services arrangement terminates or expires for any reason, Brassfern will, at Customer's election, transfer each Cloud Account to a direct billing relationship between Customer and the Cloud Provider or to another billing partner Customer designates, within thirty (30) days and without interruption of the Cloud Services. Customer Data and resources remain in the Cloud Accounts throughout the transfer.

6.6 Effect of Termination. Customer will pay all fees accrued through the effective date of termination. Sections 5, 6.5, 6.6, 7, 9, and 10 survive any termination or expiration of this Agreement.

7. CUSTOMER DATA AND CONFIDENTIALITY

7.1 Customer Data. As between the Parties, Customer owns all Customer Data and all resources deployed in the Cloud Accounts. Brassfern acquires no rights in Customer Data and will access it only as needed to perform the Managed Services.

7.2 Confidentiality. Each Party will protect the other Party's non-public information disclosed under this Agreement with at least reasonable care, use it only to perform this Agreement, and disclose it only to personnel and advisors who need to know it and are bound by confidentiality obligations at least as protective as these.

8. WARRANTIES

8.1 Managed Services Warranty. Brassfern warrants that it will perform the Managed Services in a professional and workmanlike manner consistent with generally accepted industry standards. If Brassfern breaches this warranty, it will re-perform the nonconforming Managed Services at no charge.

8.2 Disclaimer. EXCEPT AS STATED IN SECTION 8.1, BRASSFERN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. Neither Party will be liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenues, arising out of this Agreement.

9.2 Cap. Each Party's total liability arising out of this Agreement will not exceed the Managed Services fees paid or payable to Brassfern in the twelve (12) months before the event giving rise to the claim. This Section 9.2 does not limit Customer's obligation to pay fees under Section 5.

10. GENERAL

10.1 Independent Contractors. The Parties are independent contractors, and neither Party is the agent, partner, or employee of the other.

10.2 Notices. Notices under this Agreement must be in writing and delivered by email with confirmation of receipt or by nationally recognized courier. Notices to Brassfern go to the Legal Department at the address above, notices@brassfern.example. Notices to Customer go to the Chief Information Officer at the address above, contracts@kettlewick.example.

10.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to a successor in a merger or sale of substantially all of its assets that assumes this Agreement in writing.

10.4 Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws principles.

10.5 Entire Agreement; Order of Precedence. This Agreement, including its Schedules, is the entire agreement between the Parties on its subject matter and supersedes all prior proposals and understandings. If the body of this Agreement conflicts with a Schedule, the body of this Agreement controls, except that pricing in an Order Form controls for that Order Form.

10.6 Amendment; Waiver. This Agreement may be amended only in a writing signed by both Parties. A Party's failure to enforce a provision is not a waiver of it.

10.7 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together are one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRASSFERN MANAGED SERVICES, INC.

KETTLEWICK OUTDOOR SUPPLY CO.

By: /s/ Dana R. Whitcombe

By: /s/ Marcus J. Ellery

Name: Dana R. Whitcombe

Name: Marcus J. Ellery

Title: Chief Executive Officer

Title: Chief Information Officer

Date: June 24, 2026

Date: June 26, 2026

SCHEDULE A — ORDER FORM NO. 1

Under Managed Cloud Services Agreement No. MCSA-2026-0417 dated July 1, 2026

This Order Form is signed concurrently with, and forms part of, the Agreement. Capitalized terms have the meanings given in the Agreement.

Customer	Kettlewick Outdoor Supply Co.
Order effective date	July 1, 2026
Customer billing contact	Accounts Payable · ap@kettlewick.example · (970) 555-0164
Brassfern contact	Client Accounts · accounts@brassfern.example · (612) 555-0127

PART 1 — CLOUD SERVICES

Cloud Provider	Cirropane Cloud, Inc.
Cloud Accounts	kettlewick-prod; kettlewick-analytics; kettlewick-dev
Pricing	Cloud List Price of Cloud Services used, plus a Procurement Fee of 8% of that Cloud List Price (Section 5.1)
Capacity commitments	None
Estimated usage	Approximately \$95,000 per month at Cloud List Price. Planning estimate only; not a commitment by either Party.

PART 2 — MANAGED SERVICES

Service tier	Operate Plus (Schedule B)
Enrolled workloads	Production and analytics environments, up to 220 compute instances and 40 managed databases
Monthly fee	\$14,500.00, fixed
Onboarding fee	None

PART 3 — ILLUSTRATIVE MONTHLY INVOICE

Based on estimated usage, for illustration only. Actual invoices reflect actual usage.

Invoice line	Amount
Cirropane Cloud Services at Cloud List Price	\$95,000.00
Procurement Fee (8%)	\$7,600.00
Managed Services — Operate Plus	\$14,500.00
Total before taxes	\$117,100.00

SCHEDULE B — MANAGED SERVICES (OPERATE PLUS)

1. Scope. For enrolled workloads, Brassfern will provide:

- (a) 24x7 monitoring and alerting for the availability and performance of enrolled compute instances and databases;
- (b) monthly operating-system patching within maintenance windows agreed with Customer;
- (c) daily backup verification and quarterly restore testing;
- (d) incident response for alerts on enrolled workloads, including escalation to the Cloud Provider when the cause lies in the Cloud Services;
- (e) monthly cost and usage reporting with rightsizing recommendations, implemented only with Customer's approval; and
- (f) a monthly service review with Customer's IT team.

2. Exclusions. The Managed Services do not include application development or support, architecture design, migration of workloads, or operation of the Cloud Services themselves.

3. Supported Environments. Operate Plus is available for workloads hosted with the Cloud Provider and with other cloud providers that Brassfern supports from time to time, whether billed through Brassfern or directly by the provider.

4. Response Times. Brassfern will respond to alerts and requests for enrolled workloads within the following times:

Severity	Definition	Response time
P1	Production workload down or severely degraded	30 minutes
P2	Production workload impaired; workaround available	2 hours
P3	Non-production issue or service request	1 business day

5. Service Credit. If Brassfern misses the P1 response time more than twice in a calendar month, Customer will receive a credit equal to 10% of that month's Managed Services fee. Service credits under this Schedule apply only to Managed Services fees.